

**AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	AHUIMANU PLACE ESTATES
PROJECT ADDRESS:	47-414 Ahuimanu Place Kaneohe, Hawaii 96744
REGISTRATION NUMBER:	6394 (Partial Conversion)
EFFECTIVE DATE OF REPORT:	January 16, 2008
MUST BE READ TOGETHER WITH DEVELOPER'S PUBLIC REPORT DATED:	September 4, 2007
DEVELOPER(S):	Daniel J. Pacheco, Jr., Trustee of the Daniel J. Pacheco, Jr. Revocable Trust dated August 15, 2003

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the

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Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

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Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

1. Page 1, name of Developer: The name of the Developer as shown in the box on page 1 of the Public Report is corrected by adding "Jr." before the words "Revocable Trust," so that the Developer's corrected name on page 1 reads:

Daniel J. Pacheco, Jr., Trustee of the Daniel J. Pacheco, Jr. Revocable Trust
dated August 15, 2003

An amended page 1 of the Public Report is attached hereto and made a part hereof.

2. Page 5, Section 1.12 Encumbrances Against Title: The date of the title report shown in Section 1.12 is changed to December 18, 2007, to reflect that the Developer has obtained an updated title report for the project.

An amended page 5 of the Public Report is attached hereto and made a part hereof.

3. Page 18a, Section 6 Miscellaneous Information Not Covered Elsewhere in this Report: A new paragraph has been added to the end of Section 6 on page 18a of the Public Report, to disclose restrictions contained in a Deed dated December 18, 1950 that came to the Developer's attention through an updated title report (see comment 4 below).

An amended page 18a of the Public Report is attached hereto and made a part hereof.

4. Exhibit "F" Encumbrances Against Title: Exhibit "F" ("Encumbrances Against Title") attached to the Public Report is replaced in its entirety by the updated and amended Exhibit "F" attached hereto and made a part hereof. Updated and amended Exhibit "F" reflects that the Developer has obtained an updated title report for the project dated December 18, 2007.

Updated and amended Exhibit "F" expands upon the information originally shown as encumbrance number 1 and discloses a new encumbrance number 2 (Deed, dated December 18, 1950, recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 124860). A copy of new encumbrance number 2 will be provided to all purchasers and prospective purchasers. The restrictions contained in new encumbrance number 2 are also disclosed in amended page 18a of the Public Report (see comment 3 above).

Updated and amended Exhibit "F" also discloses recordation of the Declaration, Bylaws and Condominium Map and amendments thereto, which were previously disclosed in Sections 3.1, 3.2 and 3.3 of the Public Report. Updated and amended Exhibit "F" also discloses that the mortgage originally shown on Exhibit "F" is no longer an encumbrance on the project, but that two new mortgages have become encumbrances on the project's individual units.

(continued on next page)

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Changes continued:

Updated and amended Exhibit "F" attached hereto and made a part hereof discloses that, concurrently with conveyance of a unit to a buyer, the unit will be released from whichever mortgage listed in amended and updated Exhibit "F" encumbers the unit, and from the terms of the Trust listed in amended and updated Exhibit "F" .

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The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

Daniel J. Pacheco, Jr.,
Trustee of the Daniel J. Pacheco, Jr. Revocable Trust dated August 15, 2003
Printed Name of Developer


Duly Authorized Signatory*

12-20-07
Date

Daniel J. Pacheco, Jr.,
Trustee of the Daniel J. Pacheco, Jr. Revocable Trust dated August 15, 2003
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

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**DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME	AHUIMANU PLACE ESTATES
Project Address	47-414 Ahuimanu Place, Kaneohe, Hawaii 96744
Registration Number	6394 (Partial Conversion)
Effective Date of Report	September 4, 2007
Developer(s)	Daniel J. Pacheco, Jr., Trustee of the Daniel J. Pacheco, Jr. Revocable Trust dated August 15, 2003

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

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1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit D.

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit E.

Described as follows:

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: 1 dog & 1 cat only w/brd approval, unless 100% of owners agree otherwise. See BL 10.6
<input type="checkbox"/>	Number of Occupants:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit F describes the encumbrances against title contained in the title report described below.

Date of the title report: December 18, 2007

Company that issued the title report: Old Republic Title & Escrow of Hawaii

wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of Unit A, there may be asbestos and other hazardous substances in Unit A, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have Unit A inspected to determine the extent (if any) of such contamination and any necessary remedial action. The Developer will not correct any defects in the units or in the Project or anything installed or contained therein and Buyer expressly releases the Developer from any liability to Buyer if any hazardous materials are discovered.

RESTRICTIONS IN 1950 DEED. The project's land is subject to the following restrictions contained in a Deed dated December 18, 1950 (the "1950 Deed"), recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 124860:

"(1) That no hedge, building or structure, or any part thereof (except a boundary hedge, fence or wall not more than four (4) feet above the ground line) shall be grown, erected or placed or allowed to remain upon the above described premises within twenty (20) feet from the front street property line, or within six (6) feet from any other street property line.

(2) That no "quonset" type of building shall be erected, placed or maintained upon said premises."

The Developer notes that nothing currently constructed or existing at the Project violates the restrictions contained in the 1950 Deed, and that only Unit A's limited common element land area abuts a street property line.

ENCUMBRANCES AGAINST TITLE

That certain Preliminary Report dated **December 18, 2007**, issued by Old Republic Title & Escrow of Hawaii, discloses that the Project is subject to the following encumbrances:

1. Rights of Dillingham Bros., Ltd., as disclosed on Transfer Certificate of Title, to-wit:

“The right of Dillingham Bros., Limited, at any time to change the location of said easements, roadways, or rights of way, other than the Kamehameha Highway, provided, Dillingham Bros., Limited, furnishes the owners of said pieces of lands affected by such change with equally suitable easements, roadways, or rights of way, to those already existing and hereby provided of the same width at least as the existing roadways, easements or rights of way, and if any dispute shall arise between Dillingham Bros., Limited, and the owners of the lands affected by such change as to the suitability of the new easements, roadways, or rights of ways, such dispute shall be submitted to and settled by a Judge of the Land Court of the State of Hawaii.

Nothing herein contained shall be construed as determining the rights to water and/or easements for irrigation ditches in favor of Dillingham Bros., Limited, and/or any of the parties interested in the lands covered by Land Court Certificate of Title No. 47,043.”

2. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in DEED dated December 18, 1950, recorded January 12, 1951 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 124860, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) or Section 515-6, HRS.
3. Restriction of vehicle access along Kahekili Highway, as shown on Map 184, as set forth by Land Court Order No. 30429.
4. A 4 foot setback line, as disclosed by instrument dated September 12, 1951, filed November 2, 1951 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 133331.
5. SLOPE EASEMENT
As shown on Map 147
As set forth by Land Court Order No. 25812, filed June 17, 1966.
6. EASEMENT “355”
For: Sewer Purposes
As shown on Map 427
As set forth by Land Court Order No. 124866, filed July 5, 1996.

EXHIBIT “F”

Page 1 of 5

7. AS TO EASEMENT "355"

- A. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : GRANT OF SEWER EASEMENT
Granted To : CITY AND COUNTY OF HONOLULU, a municipal corporation of the state of Hawaii
For : An easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline(s) with manholes and other appurtenant equipment, as part of a sewer system
Dated : February 3, 1996
Recorded : August 30, 1996 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 2333419

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii
For : A temporary easement to construct, cut and/or fill and maintain a slope
Dated : April 13, 1966
Recorded : June 17, 1966 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 393787

9. Any rights, interests or claims which may exist or arise by reason of the facts shown on a survey plat prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on July 29, 2005, designated Job No. NONE, as follows:

A) Utility pole with guy wire from Ahuimanu Place extends approximately 0.8 ft. into subject Lot 461-A.

As disclosed by an inquiry.

10. Any rights, interests or claims which may exist or arise by reason of the facts shown on a survey plat prepared by WESLEY T. TENGAN, Licensed Professional Land Surveyor, Certificate No. 6958, on July 29, 2005, designated Job No. NONE, as follows:

A) Chainlink fence from Lot 462-A extends approximately 0.0 ft. to 0.3 ft. to 0.0 ft. for a length of 128.3 ft. into subject Lot 461-A.

FURTHER NOTE: The matters shown above would appear to fall within the definition of a "de minimus structure position discrepancy" pursuant to HRS Section 669-A,

EXHIBIT "F"

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however, no assurance is provided regarding the accuracy of the survey nor the interpretation of said statute.

As disclosed by an inquiry.

11. Condominium Map No. 1897, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as now or hereafter amended.

The Condominium Map was amended by instrument dated August 22, 2007, recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3645476.

12. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, provision that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting and covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Entitled : Declaration of Condominium Property Regime
Recorded : June 19, 2007 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3616934

Said Declaration was amended by the following instruments:

DATED:	RECORDED:	DOCUMENT NO.:
August 22, 2007	August 22, 2007	3645476

Liens and charges for upkeep and maintenance as provided in the above mentioned Covenants, Conditions and Restrictions, if any, where no notice thereof appears on record.

For information regarding the current status of said liens and/or assessments
Contact : ASSOCIATION OF UNIT OWNERS OF AHUIMANU PLACE
ESTATES

13. By-Laws of the Association of Unit Owners of AHUIMANU PLACE ESTATES, recorded June 19, 2007 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3616935.

Said By-Laws were amended by the following instruments:

EXHIBIT "F"

DATED:

RECORDED:

DOCUMENT NO.:

August 22, 2007

August 22, 2007

3645477

14. Terms, provisions and conditions as contained in the Apartment Deed and the effect of any failure to comply with such terms, provisions and conditions.
15. Any and all easements encumbering the apartment herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration, as said Declaration may be amended from time to time in accordance with the law and/or in the Apartment Deed, and/or as delineated on said Condominium Map.
16. Mortgage to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof, with power of sale and assignment of rents.

Amount : \$400,000.00

Mortgagor : DANIEL J. PACHECO, JR., Trustee of the Daniel J. Pacheco, Jr. Revocable Trust dated August 15, 2003

Mortgagee : FIRST HAWAIIAN BANK, a Hawaii corporation

Dated : November 2, 2007

Recorded : November 7, 2007 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3678291

Return to

Address : 999 Bishop Street, Honolulu, Hawaii 96813

(AFFECTS UNIT NO. A)

17. Mortgage to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof, with power of sale and assignment of rents.

Amount : \$476,000.00

Mortgagor : DANIEL J. PACHECO, JR., Trustee of the Daniel J. Pacheco, Jr. Trust, under an unrecorded Trust Instrument dated August 15, 2003, with full powers to sell, mortgage, lease or otherwise deal with the land

Mortgagee : FIRST HAWAIIAN BANK, a Hawaii corporation

Dated : November 2, 2007

Recorded : November 7, 2007 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3678162

Return to

Address : 999 Bishop Street, Honolulu, Hawaii 96813

(AFFECTS UNIT NO. B)

EXHIBIT "F"

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18. Terms, provisions and conditions, contained in that certain Daniel J. Pacheco, Jr. Revocable Trust dated August 15, 2003 herein referred to and the effect of any failure to comply with such terms, provisions and conditions.
19. Real Property taxes as may be due and owing. Refer to the City and County of Honolulu Director of Finances for further information.

NOTE:

**CONCURRENTLY WITH CONVEYANCE OF A UNIT TO A BUYER,
THE UNIT WILL BE RELEASED FROM THE MORTGAGE LISTED
ABOVE THAT ENCUMBERS THE UNIT ALSO FROM THE TERMS OF
THE TRUST LISTED ABOVE.**